



**Order under Section 78(11)  
Residential Tenancies Act, 2006**

**File Number:** LTB-L-096105-25-SA

**In the matter of:** 723, 605 FINCH AVE W  
NORTH YORK ON M2R1P1

**Between:** Melrose Park Investments Limited Landlord

**And**

Ashley Ranieri Tenant

Melrose Park Investments Limited (the 'Landlord') applied for an order to terminate the tenancy and evict Ashley Ranieri (the 'Tenant') because the Tenant did not meet a condition specified in the consent order issued on March 5, 2024 with respect to application LTB-L-013314-23.

The Landlord's application was resolved by order LTB-L-096105-25, issued on November 24, 2025. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-096105-25.

This motion was heard by videoconference on February 3, 2026.

The Landlord's legal representative, Mark Ciobotaru, the Landlord's witness, Liana Longo, the Tenant and the Tenant's legal representative, Daniel English, attended the hearing.

**Determinations:**

1. At the onset of the hearing the Tenant requested an adjournment on the basis that they only retained their legal representative on the day prior to the hearing, and they required additional time to submit documentary evidence and to prepare for the hearing.
2. The Landlord was opposed to the adjournment on the basis that the Tenant was already granted an extension of time to file their motion after the exparte order was issued on November 24, 2025 and the Tenant filed their motion on January 14, 2025. The Landlord submits that it was the Tenants own motion and that they should already be prepared on this basis. They further submit that the Tenant has a background in law and should understand the process and what evidence may be required. Also, because the Landlord submits they would be prejudiced by allowing an adjournment based on the seriousness of the issue which resulted in the breach of the order.

3. The Tenant's legal representative indicated that they were only just retained the day prior by coincidence when they spoke with the Tenant and decided to take the case on pro-bono because they are familiar with them through work and they decided that the Tenant would be better off with representation.
4. I am not satisfied that the Tenant took reasonable steps to obtain a legal representative prior to the hearing if they felt it was imperative to do so. Additionally, the fact that it was coincidental that they retained a representative the day prior to the hearing suggests that they were already prepared to proceed at the motion hearing without them as they did not seek out a representative despite filing their motion the month prior. Additionally, the Tenant has had ample opportunity to obtain and file any documentary evidence and the Landlord should not be prejudiced by having to adjourn the matter when the Tenant failed to take appropriate steps in advance of the hearing to produce such documents. Accordingly, the request to adjourn was denied.

There was a breach of the previous consent order

5. The Tenant failed to meet a condition specified in the consent order issued on March 5, 2024 with respect to application LTB-L-013314-23.
6. As part of the consent order, the parties had agreed that the Tenant would not create excessive noise in the rental unit to the degree that the Landlord receives a written complaint and it substantially interferes with another tenant's reasonable enjoyment of the rental unit (see paragraph 3 of the consent order).
7. Despite this, I accept that on October 27, 2025 in the afternoon and into the evening an event occurred in the rental unit which required police attendance and medical attention of the Tenant. The Tenant experienced a vicious dog attack inside the rental unit when they went to feed the dogs and the door handle broke off when they entered the bedroom in which the dogs were being housed.
8. The Tenant submits that the dogs were in this room as they required assessment from biting the Tenant the day prior to this incident which required medical intervention and numerous stitches to their leg.
9. Additionally, on October 27, 2025, the police had to break down the door and then both dogs were shot by police on site.
10. There is no doubt that this caused an excessive amount of noise in the rental unit and warranted written complaints by neighbouring Tenants.
11. I also accept that the neighbouring Tenant across the hall was negatively impacted by the screaming from the Tenant and sounds during the dog attack on October 27, 2025 and also negatively impacted by the sound of gun shots coming from across the hall and the door being broken down by police.

The surrounding circumstances

12. I accept that the Tenant sustained life threatening injuries as a result of the dog attack which included amputation of the left arm to the elbow, 42 staples and 35 stitches with a

traumatic brain injury. They sustained injuries to their scalp and head and that the Tenant now suffers from PTSD as a result of this incident. This was an extremely unfortunate incident for the Tenant.

13. The Tenant has daily nurse care helping with bandage care and wound care and they are working on getting a prosthetic for their arm and she currently sees a psychiatrist and receives counselling regularly and her therapeutic services are within close proximity to the rental unit. They have also lived in the rental unit for some 12 years and have family that lives close by. Aside from this, the Tenant has been unable to return fully to work because they are unable to type as a result of the injury they sustained to their arm and because of their compromised mental state as a result of the attack.
14. The Landlord's witness testified that they are traumatized by the entire event, however, they were unable to provide any evidence that the issue with noise has persisted after the October 27<sup>th</sup> incident and they were unable to provide any other specific example of a recent date in which they were bothered by the noise coming from the Tenant's unit.
15. While I do accept that the Tenant breached the order with the noise on October 27, 2025, given the extreme circumstances surrounding the breach, including the physical and mental state of the Tenant after the incident, and based on the fact that there has been no further incidents of excessive noise in the Tenant's unit since, I find that it would not be unfair to set aside order LTB-L-096105-25.
16. Since the original order that was issued on March 5, 2024 does not contain a limitation period with respect to an additional breach, I do not find it necessary to amend the original order to include new terms.

**It is ordered that:**

1. The motion to set aside Order LTB-L-096105-25, issued on November 24, 2025, is granted.
2. Order LTB-L-096105-25, issued on November 24, 2025, is set aside and cannot be enforced.

**May 7, 2026**  
**Date Issued**

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Terri van Huisstede  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.